



STATE OF DELAWARE  
EXECUTIVE DEPARTMENT  
OFFICE OF MANAGEMENT AND BUDGET

October 31, 2012

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER  
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: PETE TEAGUE  
STATE CONTRACT PROCUREMENT ADMINISTRATOR  
302-857-4552

SUBJECT: **AWARD NOTICE**  
**GSS12659-PRO\_TRAIN**  
**PROFESSIONAL TRAINING SERVICES**

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**GOVERNMENT SUPPORT SERVICES – CONTRACTING**  
100 ENTERPRISE PLACE – SUITE 4 – DOVER, DE 19904-8202  
PHONE: (302) 857-4550 – FAX: (302) 739-3779 – GSS.OMB.DELAWARE.GOV

## **KEY CONTRACT INFORMATION**

### **1. NOT MANDATORY USE CONTRACT**

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This multiple award contract is not a mandatory use. However, all agencies are encouraged to utilize any of the pre-qualified vendors awarded on this contract.

### **2. CONTRACT PERIOD**

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Each contractor's contract shall be valid for a two (2) year period from October 31, 2012 through October 30, 2014. Each contract may be renewed for two (2) additional one (1) year period through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

### **3. VENDORS**

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<b>GSS12659-PRO_TRAINV06</b> FSF Vendor ID: 0000160330 Blackburn and Associates LLC 1050 Edgewood Chase Dr Glen Mills, PA 19342-9503 Contact: Bill Blackburn Phone: 484-431-8835 Email: <a href="mailto:bblackburn@acadamyleadership.com">bblackburn@acadamyleadership.com</a> Website: <a href="http://www.acadamyleadership.com">www.acadamyleadership.com</a>	<b>GSS12659-PRO_TRAINV05</b> FSF Vendor ID: 0000151464 Carver and Associates dba: Dr. Joy 4645 Kempton Pl, NE Marietta, GA 30067-3642 Contact: Dr. Joy Carver Phone: 678-403-1082 or 770-560-1405 Email: <a href="mailto:joyjoy4645@msm.com">joyjoy4645@msm.com</a> Website: <a href="http://www.carverassociates.com">www.carverassociates.com</a>
<b>GSS12659-PRO_TRAINV01</b> FSF Vendor ID: 0000003016 Columbia University 215 W 125 <sup>th</sup> St 3 <sup>rd</sup> Floor New York, NY 10027-4426 Contact: Dr. Thomas Chandler, PhD Phone: 646-845-2313 Email: <a href="mailto:tec11@columbia.edu">tec11@columbia.edu</a> Website: <a href="http://nedp.crictraining.org">http://nedp.crictraining.org</a>	<b>GSS12659-PRO_TRAINV09</b> FSF Vendor ID: 0000160397 Dale Carnegie Training of Delaware dba: Delaware Leadership Academy, Inc. 230 E Seneca Dr Newark, DE 19702-1932 Contact: Robert Johnston Phone: 302-968-7292, Ext. 307 Email: <a href="mailto:robert.johnston@dalecarnegie.com">robert.johnston@dalecarnegie.com</a> Website: <a href="http://www.delaware.dalecarnegie.com">www.delaware.dalecarnegie.com</a>
<b>GSS12659-PRO_TRAINV10</b> FSF Vendor ID: 9004050000 Delaware Technical & Community College 400 Stanton Christina Rd Newark, DE 19713-2111 Contact: Rachel Anderson Phone: 302-454-3900 Email: <a href="mailto:rande17@dtcc.edu">rande17@dtcc.edu</a> Website: <a href="http://www.dtc.edu">www.dtc.edu</a>	<b>GSS12659-PRO_TRAINV07</b> FSF Vendor ID: 0000160355 Elevate USA Inc. 1606 Jackson St Philadelphia, PA 19145-3821 Contact: Ellen Engel Phone: 252-288-2133 Email: <a href="mailto:ellen@elevate4sucess.com">ellen@elevate4sucess.com</a> Website: <a href="http://www.elevate4success.com">www.elevate4success.com</a>

<b>GSS12659-PRO_TRAINV08</b> FSF Vendor ID: 0000160347 Germaine Group, Inc. dba: Germaine Training and Development P. O. Box 9910 Wilmington, DE 19809-0910 Contact: Dr. Claudia White Phone: 302-351-4918 Email: <a href="mailto:cgewhiet@germainetraining.com">cgewhiet@germainetraining.com</a> Website: <a href="http://www.germainetraining.com">www.germainetraining.com</a>	<b>GSS12659-PRO_TRAINV02</b> FSF Vendor ID: 0000027986 Goeins-Williams Assoc. Inc. dba: Performance Consulting 132 Island Lane Clayton, DE 19938-3870 Contact: Devona Williams Phone: 302-659-1099 Email: <a href="mailto:devogo@aol.com">devogo@aol.com</a> Website: <a href="http://www.goeinswilliams.com">www.goeinswilliams.com</a>
<b>GSS12659-PRO_TRAINV03</b> FSF Vendor ID: 0000150406 Pixstar, Inc 1515 Savannah Rd Suite 200 Lewes, DE 19958-9424 Contact: George Reissig Phone: 302-644-8650 Fax: 302-644-8651 Email: <a href="mailto:greissig@pixstar.com">greissig@pixstar.com</a> Website: <a href="http://www.pixstar.com">www.pixstar.com</a>	<b>GSS12659-PRO_TRAINV04</b> FSF Vendor ID: 0000026024 Professional Staffing Associates 3301 Green St Claymont, DE 19703-2052 Contact: Priscilla Turgon Phone: 302-798-3520 Fax: 302-798-0215 Email: <a href="mailto:pturgon@aol.com">pturgon@aol.com</a> Website: <a href="http://www.professionalstaffinginc.com">www.professionalstaffinginc.com</a>

#### 4. **SHIPPING TERMS**

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F.O.B. destination; freight pre-paid.

#### 5. **DELIVERY AND PICKUP**

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Not Applicable - Services delivered on site at various State Locations to be determined

#### 6. **PRICING**

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Please see Attachment A  
Prices will remain firm for the term of the contract year.

#### **ADDITIONAL TERMS AND CONDITIONS**

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#### 7. **BILLING**

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).**  
Ordering agencies shall provide at a minimum the contract number, ship to and bill to address,  
contract name and phone number.

## **8. PAYMENT**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **9. PRODUCT SUBSTITUTION**

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

## **10. ORDERING PROCEDURE**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

## **11. REQUIREMENTS**

Usage Reporting, Sub-Contract 2<sup>nd</sup> Tier Reporting, Performance Report for Professional Training Services. All reports are due on the 15<sup>th</sup> of each month (or the first work Monday thereafter).

## **12. HOLD HARMLESS**

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

## **13. NON-PERFORMANCE**

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

## **14. FORCE MAJEURE**

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

## **15. AGENCY'S RESPONSIBILITIES**

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.
- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.
- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.